

PLUMBING MAINTENANCE SERVICE AGREEMENT

Location: _____ Contract Number: _____

Service Provider Information:

Company Name: _____

Business Address: _____

Phone/Email: _____

Client Information:

Full Name: _____

Service Address: _____

Phone/Email: _____

Service Description:

The Service Provider agrees to perform plumbing maintenance and repair services at the Client's premises as described herein, including but not limited to inspection, cleaning, unclogging, repair, replacement, and installation of plumbing fixtures and systems.

Scope of Services:

1. Routine inspection and maintenance of plumbing systems.
2. Repair or replacement of defective pipes, valves, faucets, toilets, sinks, and other plumbing fixtures.
3. Emergency services subject to availability.
4. Recommendation of necessary upgrades or improvements.
5. Compliance with applicable local, state, and federal plumbing codes and regulations.

Term and Termination:

This Agreement shall commence on the date of execution and shall continue until terminated by either party with thirty (30) days prior written notice. Either party may terminate this Agreement immediately for cause if the other party materially breaches any term of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice.

Payment Terms:

The Client agrees to pay the Service Provider the fees set forth in the attached Schedule of Rates. Payment shall be due within fifteen (15) days of receipt of invoice. Late payments may be subject to interest charges at the maximum rate permitted by law.

Warranty:

The Service Provider warrants that all services shall be performed in a professional and workmanlike manner, consistent with industry standards. This warranty shall be valid for ninety (90) days following completion of the

services. This warranty does not cover defects or damages caused by misuse, neglect, unauthorized modifications, or external causes beyond the Service Provider's control.

Limitation of Liability:

To the fullest extent permitted by law, the Service Provider's total liability arising out of or related to this Agreement shall not exceed the total fees paid by the Client to the Service Provider under this Agreement. In no event shall the Service Provider be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits or business interruption.

Indemnification:

The Client agrees to indemnify, defend, and hold harmless the Service Provider, its employees, agents, and subcontractors from any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to the Client's negligence, willful misconduct, or breach of this Agreement.

Compliance with Laws:

The Service Provider shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes relating to the performance of services under this Agreement.

Force Majeure:

Neither party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, fire, flood, war, terrorism, epidemics, governmental actions, labor disputes, or shortages of materials.

Confidentiality:

Both parties agree to keep confidential and not disclose to any third party any proprietary or confidential information learned during the course of this Agreement, except as required by law or with prior written consent.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict of law principles. Any dispute arising out of or related to this Agreement shall be brought exclusively in the state or federal courts located in _____ County, _____.

Dispute Resolution and Jury Trial Waiver:

To the maximum extent permitted by law, both parties knowingly and voluntarily waive any right to a trial by jury in any dispute arising out of or relating to this Agreement. Parties agree to first attempt to resolve disputes through good faith negotiation prior to pursuing any other remedies.

Entire Agreement and Amendments:

This Agreement, including any attached exhibits, represents the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and communications, whether oral or written. Any amendments or modifications must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

Counterparts and Electronic Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Electronic signatures shall be deemed valid and binding.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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